BEFORE THE LOK ADALAT

ORGANISED BY THE KERALA HIGH COURT LEGAL SERVICES COMMITTEE

THE HONOURABLE MR. JUSTICE T.V.RAMAKRISHNAN (RETD.JUDGE)
&
SMT.S.JAYALAKSHMI (SOCIAL WORKER & MEMBER OF
HIGH COURT LEGAL SERVICES COMMITTEE)

THURSDAY, THE 1ST NOVEMBER 2007 / 10TH KARTHIKA 1929

MFA.No. 121 of 2001()

AGAINST THE JUDGEMENT/ORDER IN OP.5031/1998
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APPELLANT/PETITIONER IN O.P.

BENNY MATHEW, S/O.MATHAI,
KUTHIRAVELI HOUSE, CHANGANACHERRY.P.O,
KOTTAYAM DISTRICT,

BY ADV. GEORGE THOMAS MEVADA

RESPONDENTS/RESPONDENT IN O.P:

LEEMOL @ PHILOMINA, D/O.T.G.FRANCIS,
SUBHASH NAGAR, BEHIND SREE KRISHNA TEMPLE,
PERINTHANNI, THIRUVANANTHAPURAM DISTRICT.

BY ADV. SRI.A.INEES

THIS MISC. FIRST APPEAL HAVING COME FOR DETERMINATION AT LOK ADALAT ALONG WITH WPC NO. 21341 OF 2006 AND THE PARTIES HAVING SETTLED THE MATTER, THE FOLLOWING AWARD IS PASSED IN TERMS OF SETTLEMENT.

JUSTICE T.V.RAMAKRISHNAN
(RETIRED JUDGE, HIGH COURT OF KERALA)
&
SMT.S.JAYALAKSHMI (SOCIAL WORKER & MEMBER OF HIGH COURT LEGAL SERVICES COMMITTEE)

M.F.A.No.121 OF 2001 & W.P.(C)No.21341 OF 2006

Dated this the 1st day of November, 2007

A W A R D

Petitioner in the writ petition and the appellant in M.F.A.No.121/2001 and his counsel present. The respondent in both cases is also present along with her father.

In these two cases, on 4.4.2007 the adalat has recorded a written terms of settlement filed by the appellant and the respondent. The terms of settlement has been signed by both parties and their counsel. We have gone through the terms of settlement.

In compliance with the terms of the settlement the writ petitioner (appellant in MFA.No.121/2001) has handed over to the respondent a sum of Rs. 3,00,000/- (Rs. Three lakhs only) by way of demand draft drawn in her favour and a further sum of Rs. 2,00,000/- (Rs.Two lakhs only) again by demand draft on 30.5.2007 and 31.10.2007 respectively. Further the petitioner (appellant in MFA) has paid in partial compliance with the terms of settlement, amount of maintenance @Rs.1,000 p.m for the

period ending with November, 2007. Out of the above amount of monthly maintenance payments for May 2007 and November 2007 was paid today in cash which was received by the respondent in satisfaction of the maintenance towards the above months.

Now since the writ petitioner has complied with the main terms of the settlement, we would direct both sides to comply with the terms fully in future also in its letter and spirit. We further record that the two cases have been settled between the parties amicably in terms of settlement recorded in the case.

In view of the provision contained in the terms of settlement, we would pass a decree of divorce on the basis of agreement between the parties with effect from today that is 1.11.2007.

In the light of the settlement recorded above, W.P.(C) No.21341/2006 and MFA.No.121/2001 are disposed of as settled.

JUSTICE T.V.RAMAKRISHNAN
(RETIRED JUDGE, HIGH COURT OF KERALA)

SMT.S.JAYALAKSHMI
(SOCIAL WORKER & MEMBER OF
HIGH COURT LEGAL SERVICES COMMITTEE)

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